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10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 UNITED STATES OF AMERICA,)
13 Plaintiff,)
14 v.) 2:15-CR-00203-RFB
15 ALAN DEMOS,)
16 Defendant.)

17 **SETTLEMENT AGREEMENT FOR ENTRY OF ORDER OF FORFEITURE AS TO**
18 **EDWARD RUDD AND ORDER**

19 The United States of America and Edward Rudd, through his counsel, James Henderson,
20 agree as follows.

21 1. The government brought a One Count Information against Alan Demos for a violation
22 of Title 18, United States Code, Section 1084. Criminal Information, ECF No. 4.

23 2. Alan Demos pled guilty to Count One of a One-Count Criminal Information charging
24 him with Transmission of Gambling Information in violation of Title 18, United States Code, Section
25 1084, and agreed to the forfeiture of property set forth in the Plea Agreement and the Forfeiture

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1 Allegation of the Criminal Information. Criminal Information, ECF No. 4; Change of Plea, ECF No.
2 9; Plea Agreement, ECF No. 6.

3 3. Edward Rudd knowingly and voluntarily agrees to the abandonment, the civil
4 administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the following
5 property:

- 6 1. \$99,097 in United States Currency;
- 7 2. \$15,010 in United States Currency;
- 8 3. \$62,213 in United States Currency;
- 9 4. a Western Union \$600 money order with blank payee field, number xx-xxxxxx0842;
- 10 5. a Western Union \$110 money order with blank payee field, number xx-xxxxxx0843;
- 11 6. a Western Union \$170 money order with blank payee field, number xx-xxxxxx6356;
- 12 7. \$11,952.75 in United States Currency;
- 13 8. \$17,304 in United States Currency;
- 14 9. \$1,475 in United States Currency;
- 15 10. \$109,900 in United States Currency; and
- 16 11. Various jewelry including four (4) white colored stone rings, one (1) white colored
17 bracelet with white stones, one (1) yellow colored bracelet, one (1) yellow colored
18 watch with white stones, four (4) yellow colored rings, three (3) yellow colored
19 pendants, one (1) purple colored stone ring, one (1) green stone ring, one (1) yellow
20 ring with white stone, one (1) green colored pendant, one (1) yellow colored coin,
21 one (1) brown colored pendant, two (2) white colored coins, two (2) yellow colored
22 necklaces, and two (2) yellow pendants with white stones

23 (all of which constitutes "property").

24 4. Edward Rudd knowingly and voluntarily agrees to abandon or to forfeit the property to
25 the United States.

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1 5. Edward Rudd knowingly and voluntarily agrees to relinquish all right, title, and interest
2 in the property.

3 6. Edward Rudd knowingly and voluntarily agrees to waive his right to any abandonment
4 proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture proceedings,
5 or any criminal forfeiture proceedings (all of which constitutes “proceedings”) of the property.

6 7. Edward Rudd knowingly and voluntarily agrees to waive service of process of any and
7 all documents filed in this action or any proceedings concerning the property.

8 8. Edward Rudd knowingly and voluntarily agrees to waive any further notice to him, his
9 agents, or his attorney regarding the forfeiture and disposition of the property.

10 9. Edward Rudd knowingly and voluntarily agrees not to file any claim, answer, petition,
11 or other documents in any proceedings concerning the property.

12 10. Edward Rudd knowingly and voluntarily agrees to withdraw any claims, answers,
13 counterclaims, petitions, or other documents he filed in any proceedings concerning the property.

14 11. Edward Rudd knowingly and voluntarily agrees to waive the statute of limitations, the
15 CAFRA requirements, Fed. R. Crim. P. 7, 11, and 32.2, the constitutional requirements, and the
16 constitutional due process requirements of any abandonment proceedings or any forfeiture proceedings
17 concerning the property.

18 12. Edward Rudd knowingly and voluntarily agrees to waive his right to a trial on the
19 forfeiture of the property.

20 13. Edward Rudd knowingly and voluntarily agrees to waive (a) all constitutional, legal,
21 and equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim
22 concerning, and (c) any claim or defense under the Eighth Amendment to the United States
23 Constitution, including, but not limited to, any claim or defense of excessive fines or cruel and unusual
24 punishments in any proceedings concerning the property.

25 14. Edward Rudd knowingly and voluntarily agrees to the entry of an Order of Forfeiture
26 of the property to the United States.

1 15. Edward Rudd understands that the forfeiture of the property shall not be treated as
2 satisfaction of any assessment, restitution, fine, cost of imprisonment or any other penalty that may be
3 imposed in addition to forfeiture.

4 16. Edward Rudd knowingly and voluntarily agrees to the conditions set forth in this
5 Settlement Agreement for Entry of Order of Forfeiture as to Edward Rudd and Order (“Settlement
6 Agreement”).

7 17. Edward Rudd knowingly and voluntarily agrees to hold harmless the United States, the
8 United States Department of Justice, the United States Attorney’s Office for the District of Nevada,
9 the United States Department of Homeland Security, Department of the United States Treasury,
10 Homeland Security Investigations, their agencies, their agents, and their employees from any claim
11 made by him or any third party arising from the facts and circumstances of this case.

12 18. Edward Rudd knowingly and voluntarily releases and forever discharges the United
13 States, the United States Department of Justice, the United States Attorney’s Office for the District of
14 Nevada, the United States Department of Homeland Security, Department of the United States
15 Treasury, Homeland Security Investigations, their agencies, their agents, and their employees from
16 any and all claims, rights, or causes of action of any kind that Edward Rudd now has or may hereafter
17 have on account of, or in any way growing out of, the seizures and the forfeitures of the property in the
18 abandonment, the civil administrative forfeitures, the civil judicial forfeitures, and the criminal
19 forfeitures.

20 19. Each party acknowledges and warrants that its execution of the Settlement Agreement
21 is free and is voluntary.

22 20. The Settlement Agreement contains the entire agreement between the parties.

23 21. Except as expressly stated in the Settlement Agreement, no party, officer, agent,
24 employee, representative, or attorney has made any statement or representation to any other party,
25 person, or entity regarding any fact relied upon in entering into the Settlement Agreement, and no
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1 party, officer, agent, employee, representative, or attorney relies on such statement or representation in
2 executing the Settlement Agreement.

3 22. Edward Rudd knowingly and voluntarily acknowledges, understands, and agrees that
4 (a) federal law requires the Department of the United States Treasury and other disbursing officials to
5 offset federal payments to collect delinquent tax and non-tax debts owed to the United States and to
6 individual states (including past-due child support); (b) if an offset occurs to the payment to be made
7 pursuant to this Settlement Agreement, they will receive a notification from the Department of the
8 United States Treasury at the last address provided by them to the governmental agency or entity to
9 whom the offset payment is made; (c) if they believe the payment may be subject to an offset, they
10 may contact the Treasury Department at 1-800-304-3107; (d) the terms of this Settlement Agreement
11 do not affect the tax obligations fines, penalties, or any other monetary obligations **owed** to the United
12 States or an individual state; and (e) the exact sum delivered to James Henderson, on behalf of Edward
13 Rudd, may well be a lesser sum, if the Treasury Offset Program reduces the amount in satisfaction of a
14 debt obligation.

15 23. After the property is forfeited in the criminal cases and the United States District Court
16 has signed the Settlement Agreements concerning the property, within a practicable time thereafter for
17 the United States, the United States agrees to release to Edward Rudd one payment of \$17,304 less any
18 debt owed to the United States, any agency of the United States, or any debt in which the United States
19 is authorized to collect through James Henderson. Edward Rudd knowingly and voluntarily agrees to
20 fill out the Department of the United States Treasury Automated Clearing House (“ACH”) form
21 accurately and correctly and submit it to the United States Attorney’s Office so that the payment of the
22 money can be disbursed by electronic fund transfer. Edward Rudd knowingly and voluntarily will
23 agree that the \$17,304 may be offset by any debt owed to the United States, any agency of the United
24 States, or any debt in which the United States is authorized to collect.

25 24. Edward Rudd knowingly and voluntarily agrees that various jewelry including four (4)
26 white colored stone rings, one (1) white colored bracelet with white stones, one (1) yellow colored

bracelet, one (1) yellow colored watch with white stones, four (4) yellow colored rings, three (3) yellow colored pendants, one (1) purple colored stone ring, one (1) green stone ring, one (1) yellow ring with white stone, one (1) green colored pendant, one (1) yellow colored coin, one (1) brown colored pendant, two (2) white colored coins, two (2) yellow colored necklaces, and two (2) yellow pendants with white stones, shall be returned to Ralph Rudd, through James Henderson.

25. Edward Rudd knowingly and voluntarily agrees that \$2,135 of \$11,952.75 in United States Currency shall be returned to Alan Demos, through James Henderson.

26. The persons signing the Settlement Agreement warrant and represent that they have full authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf they are signing, to the terms of the Settlement Agreement.

27. This Settlement Agreement shall be construed and interpreted according to federal forfeiture law and federal common law. The jurisdiction and the venue for any dispute related to, and/or arising from, this Settlement Agreement is the unofficial Southern Division of the United States District Court for the District of Nevada, located in Las Vegas, Nevada.

28. Each party shall bear his or its own attorneys' fees, expenses, interest, and costs.

29. This Settlement Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties; it being recognized that both parties have contributed substantially and materially to the preparation of this Settlement Agreement.

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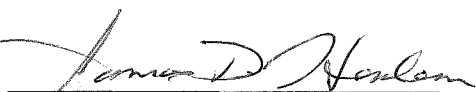
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1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable
2 cause for the seizure and forfeiture of the property.

3 DATED: 8/18/15

4 JAMES D. HENDERSON

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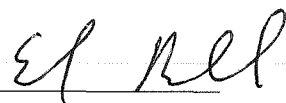
6 JAMES D. HENDERSON
7 Counsel for EDWARD RUDD

DATED: 8/24/15

DANIEL G. BOGDEN
United States Attorney

/s/Daniel D. Hollingsworth
DANIEL D. HOLLINGSWORTH
Assistant United States Attorney

8
9 DATED: 8/13/15

10 
11 EDWARD RUDD

14 IT IS SO ORDERED:

16 

17 UNITED STATES DISTRICT JUDGE

18 DATED: April 23, 2018